



WILLIAM T FUJIOKA  
Chief Executive Officer

County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

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Fifth District

June 18, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

14 June 18, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**CONVEYANCE OF COUNTY SURPLUS REAL PROPERTY  
TO THE CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY - 1061 GRAND AVENUE, DIAMOND BAR  
(FOURTH DISTRICT)  
(4 VOTES)**

**SUBJECT**

Acting on behalf of the Board and also as the Governing Body of the Consolidated Fire Protection District, approval of the recommended actions will allow the County to convey title to surplus real property (the former site of the Diamond Bar Library) to the Consolidated Fire Protection District of Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed action is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15312 of the State of California Environmental Quality Act Guidelines and Class 12 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987.
2. Find that the subject property (APN 8293-002-901) is not required for County use and is surplus to any immediate or foreseeable County need.
3. Approve the proposed transaction pursuant to Government Code Section 25365 and instruct the Chairman to execute the Agreement for Transfer of Real Property and Quitclaim Deed.
4. Acting as the governing body of the Consolidated Fire Protection District, instruct the Chairman to execute the Agreement for Transfer of Real Property on its behalf and authorize the Fire Chief of the

Consolidated Fire Protection District to perform any and all actions necessary to complete the transfer of title.

5. Authorize the Chief Executive Office to accept the deed conveying title to the Consolidated Fire Protection District.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to transfer title to the former site of the Diamond Bar Library located at 1061 Grand Avenue in the City of Diamond Bar (Library Property). The County owns the approximately one acre parcel of land, which has been improved with a 9,859 square foot single-story building and 39 on-site parking spaces.

The adjacent property is owned by the Consolidated Fire Protection District of Los Angeles County (Fire District) where operations and administrative services for Fire Station 120 and 19th Battalion Headquarters are conducted. Fire District recently confirmed its interest to acquire the Library Property with the intention of providing additional space to accommodate personnel/staff assigned to this location.

A previous appraisal of the Library Property conducted by Chief Executive Office Real Estate Division's staff appraiser estimates the fair market value to be \$1,500,000. The parties have agreed that Fire District will pay County \$1.00 as total consideration for the Library Property. The County believes that in lieu of fair market value monetary compensation, County will receive significant value from the proposed conveyance through the services provided by Fire District, which greatly benefit the public and community at large. Other factors such as eliminating ongoing maintenance and management responsibilities, as well as further obligations and liabilities associated with continued ownership of the Library Property will also provide substantial benefit and value to the County.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal of Fiscal Sustainability (Goal 2) directs that we strengthen and enhance the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship. Approving the proposed action is consistent with that goal in that the conveyance of surplus real property will eliminate County's ongoing financial responsibilities and liabilities while providing Fire District with sufficient space for personnel to ensure efficient services are provided to the public and community at large.

### **FISCAL IMPACT/FINANCING**

The conveyance of the Library Property to the Fire District will have minimal fiscal impact based upon the transfer price of \$1.00. Maintenance and operational costs will be funded from the Fire District's Operating Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In July 2012, the Library Property was vacated upon completion of a new library facility and all operations were relocated to the site of the newly constructed Diamond Bar City Hall. Since the closure, the Library Property has remained vacant with no foreseeable future County use and is surplus to the County's need.

Conveyance of the Library Property is authorized by Section 25365 of the California Government Code, which allows for the conveyance of surplus real property to a Special District within the County upon the terms and conditions as agreed upon without complying with any other provisions of the Code if the property interest conveyed is no longer required for County use.

A key provision contained in the Transfer Agreement requires Fire District to use the Library Property exclusively in connection with its fire operations and administrative duties otherwise the conveyance shall terminate and all of Fire District's right, title, and interest in the Library Property shall revert back to the County.

County Counsel has reviewed the attached Agreement for Transfer of Real Property (Attachment A) and Quitclaim Deed related to the proposed conveyance and has approved them as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is categorically exempt from environmental assessment pursuant to Section 15312 of the California Environmental Quality Act Guidelines as it involves the conveyance of surplus governmental real property to a Special District within the County.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on or disruption of County services.

### **CONCLUSION**

Upon approval of the recommendations, please return an original copy of the signed Agreement for Transfer of Real Property and the adopted, stamped copy of the Board letter to the Chief Executive Office, Real Estate Division for further processing. Additionally, please forward one adopted, stamped copy of the Board letter to the Fire District and to Public Library.

The Honorable Board of Supervisors

6/18/2013

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "W. Fujioka", followed by a small "for" in a cursive script.

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:RLR

CMM:RL:kb

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Fire  
Public Library

## **AGREEMENT FOR TRANSFER OF REAL PROPERTY**

This Agreement for Transfer of Real Property ("Agreement") is made and entered into this 18th day of June 2013, by and between the COUNTY OF LOS ANGELES, a body politic and corporate ("County"), and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ("Fire District") with respect to the conveyance of certain real property pursuant to Government Code 25365.

This Agreement is made with reference to the following facts and circumstances:

- A. The real property to be conveyed is the former site of the County's Diamond Bar Library located at 1061 Grand Avenue in the City of Diamond Bar ("Library Property").
- B. County has determined that after relocation of its Diamond Bar Library operations to a different facility, the Library Property is not required for county use.
- C. County has agreed to convey the Library Property to the Fire District, and Fire District has agreed to accept the same, all as set forth in this Agreement.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, County and Fire District agree as follows:

### **1. TRANSFER OF REAL PROPERTY**

- 1.1 Real Property Transfer. Subject to the terms, covenants and conditions set forth in this Agreement, County agrees to convey to the Fire District, and Fire District agrees to accept from County, County's interest in the Library Property consisting of a 41,199 square foot parcel of land, improved with a 9,859-square-foot building as legally described in Exhibit "A," attached hereto and incorporated herein by this reference. County shall convey the Library Property to Fire District on an "As-Is With All Faults" condition. As of the date of conveyance, County shall have no further liability, obligation or responsibility arising from its period of ownership of the Library Property. The date of conveyance shall be defined as the date of recordation in the Official Records of the relevant Quitclaim Deed, as depicted in Exhibit B, attached hereto and incorporated by reference herein.
- 1.2 Consideration. Consideration for the County granting conveyance of the Library Property shall be the total sum of ONE DOLLAR (\$1.00) and Fire District's promise and commitment to use the Library Property in connection with its fire operations and emergency medical service operations. County finds and acknowledges that County will receive significant value from the services provided by Fire District and that said services will greatly benefit the public and community at large.

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- 1.3 Failure to Use Library Property. In the event that Fire District does not occupy or otherwise decides not to use the Library Property for any reason, Fire District shall notify County in writing of such fact and County shall have the right to terminate this Agreement and to extinguish all rights, title, and interest granted under the Quitclaim Deed. Alternatively, should the County determine that Fire District has failed to occupy or otherwise use the Library Property as required by this Agreement, County may notify Fire District in writing of Fire District's failure to comply with its promise and commitment, and County shall have the right to terminate this Agreement and to extinguish all rights, title, and interest granted under the Quitclaim Deed. Upon any such event as described above, Fire District shall immediately quitclaim its interest in the Library Property back to County.

## 2. TITLE

- 2.1 Condition of Title. County shall convey to Fire District all of its right, title and interest in and to the Library Property by the Quitclaim Deed attached hereto and incorporated herein as Exhibit "B". Fire District represents to County that said deed is sufficient to release County's interest herein.
- 2.2 Fire District's Responsibility for Title Insurance. Fire District understands and agrees that its right, title and interest in the Library Property will not exceed that vested by the County, and neither party is under any obligation to furnish any policy of title insurance or survey in connection with this transfer of the Library Property.

## 3. AS-IS TRANSFER

- 3.1 As-Is Conveyance. Fire District acknowledges and agrees that County is conveying and Fire District is accepting the Library Property on an "As-Is With All Faults" basis, solely in reliance on Fire District's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by County. Fire District acknowledges that it is aware of all zoning regulations, governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Library Property.

## 4. CONTINGENCIES

- 4.1 Adoption and Approval. Completion of the transfer of real property contemplated by this Agreement is contingent upon the following contingencies:
- 4.1.1 For County, the adoption and approval by the Los Angeles County Board of Supervisors authorizing the transfer of real property contemplated by this Agreement.

4.1.2 For Fire District, with the Los Angeles County Board of Supervisors acting as the governing body of the Fire District, the adoption, approval and acceptance of the conveyance of real property contemplated by this Agreement.

4.1.3 Upon non-satisfaction of either of the above contingencies, this Agreement shall terminate and neither of the parties thereafter shall have any liability to the other.

## 5. GENERAL PROVISIONS

5.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To the Fire District: Chief, Planning Division  
Los Angeles County Fire Department  
1320 N. Eastern Avenue  
Los Angeles, CA 90063

With a Copy to: County of Los Angeles, Office of County Counsel  
Room 648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Attention: Scott Kuhn, Esq.

To County: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

5.2 Individual Authority. The individuals on behalf of each party executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.

5.3 Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the recordation and delivery of the Quitclaim Deed conveying the Library Property.

5.4 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both County and Fire District.

5.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

5.6 California Law. This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the laws thereof.

5.7 Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

5.8 Captions. The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement or in any way affect this Agreement.

5.9 Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

5.10 Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement; provided that the remaining Agreement can be reasonably and equitably enforced.

5.11 Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.



5.12 No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

5.13 Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

5.14 Digital Readerboard. The digital readerboard located in the front exterior of the Library Property shall remain intact and become the property of Fire District upon consummation of the conveyance. As soon as reasonably practicable after possession of the Library Property, Fire District shall determine if the digital readerboard is operable for use. If it is deemed that the digital readerboard is operable, and for as long as it remains in an operable condition, the organization known as the Friends of the Diamond Bar Library (FDBL) will have the exclusive right to order Fire District to advertise or post their events on the digital readerboard with no compensation to Fire District. Fire District may use the digital readerboard for its own purposes at times when the readerboard is not used for FDBL purposes. If at any time or for any reason the digital readerboard should ever become inoperable, Fire District shall have no obligation to repair, replace, maintain or otherwise make the digital readerboard operable for use, and all of FDBL's rights to advertise or post on the digital readerboard shall immediately terminate, without any further obligations by Fire District, FDBL or County.

[END - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County has executed this Agreement or caused it to be duly executed and this Agreement has been executed on behalf of the Fire District by the Chairman of the Los Angeles County Board of Supervisors the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: *Mark Ridley-Thomas*  
Chairman, Board of Supervisors  
County of Los Angeles

I hereby certify that pursuant to  
Section 26103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: *Rachelle Smitherman*  
Deputy

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the Board of Supervisors

By: *Rachelle Smitherman*  
Deputy



CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY

By: *Mark Ridley-Thomas*  
Chairman, Board of Supervisors  
County of Los Angeles

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By: *[Signature]*  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

14

JUN 18 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77972

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

### **LEGAL DESCRIPTION**

That portion of the northwest quarter of Section 15, Township 2 South, Range 9 West, S.M.B. in the unincorporated territory of the County of Los Angeles, State of California, within the following described boundaries:

Beginning at the intersection of the southeasterly line of that certain parcel of land described in deed to County of Los Angeles, recorded as Document No. 589, on February 28, 1966, in book D3220, page 21, of Official Records, in the office of the Recorder of the County of Los Angeles, with the Southwesterly line of Grand Avenue, 100 feet wide, as shown on map filed in Book 44, page 52 of Parcel Maps, in the office of said Recorder; thence South  $64^{\circ} 54' 20''$  East along said Southwesterly line of Grand Avenue 160.00 feet thence at right angles South  $25^{\circ} 05' 40''$  West 257.50 feet to a line parallel with and 257.50 feet Southwesterly measured at right angles, from said Southwesterly line of Grand Avenue thence North  $64^{\circ} 54' 20''$  West along said last mentioned parallel line 160.00 feet, more or less, to the Southwesterly prolongation of said Southeasterly line; thence North  $25^{\circ} 05' 40''$  East along said Southwesterly prolongation and said Southeasterly line 257.50 feet to the point of beginning.

**EXHIBIT "B"**  
**QUITCLAIM DEED**

**RECORDING REQUESTED BY  
COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

County of Los Angeles  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012  
Attention: Acting Director of Real Estate

Space above this line for Recorders use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

ASSESSOR'S IDENTIFICATION NUMBER  
8293-002-901

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

**QUITCLAIM DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic ("County/Grantor"), does hereby surrender, quitclaim and release to the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ("Fire District"), all of the Grantor's right, title and interest in that certain real property located at 1061 Grand Avenue, City of Diamond Bar, County of Los Angeles, State of California, legally described in Exhibit "A", attached hereto and incorporated herein by this reference ("Property").

**SUBJECT TO:**

1. All taxes, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.
3. The condition that in the event County/Grantor determines that Fire District is not using the Property in connection with its fire operations and administrative duties and is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to County/Grantor upon providing a thirty (30) day notice to Fire District of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of County/Grantor.

Dated JUN 18 2013



ATTEST: SACHI A. HAMAI  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS

By Sachelle Smith Deputy

**COUNTY OF LOS ANGELES**

By Norm Follmer-Thorne  
Chairman, Board of Supervisors  
County of Los Angeles



STATE OF CALIFORNIA       )  
                                      )  
COUNTY OF LOS ANGELES    )   SS

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this 18th day of June 2013, the facsimile signature of MARK RIDLEY-THOMAS

Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



Sachi A. Hamai, Executive Officer- Clerk of  
the Board of Supervisors of the County of  
Los Angeles

By

Lachelle Ann Therman  
Deputy

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

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